Company Tracking Number: ET-IBR-B(01-11)

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: ET-IBR-B(01-11)

Project Name/Number: ET-IBR-B(01-11)/ET-IBR-B(01-11)

Filing at a Glance

Company: EquiTrust Life Insurance Company

Product Name: ET-IBR-B(01-11) SERFF Tr Num: FBLA-127850666 State: Arkansas TOI: A07I Individual Annuities - Special SERFF Status: Closed-Approved- State Tr Num: 50356

Closed

Sub-TOI: A07I.001 Equity Indexed Co Tr Num: ET-IBR-B(01-11) State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Stacie Baker, Lillie Peshel, Disposition Date: 12/05/2011

Russ Gibson, Marek Olearnik

Date Submitted: 11/29/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: ET-IBR-B(01-11)

Status of Filing in Domicile: Authorized

Project Number: ET-IBR-B(01-11)

Date Approved in Domicile: 02/07/2011

Requested Filing Mode: Review & Approval

Domicile Status Comments: Iowa, our state of

domicile, approved this form in SERFF filing

FBLA-127014385 on 02/07/2011.

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 12/05/2011

State Status Changed: 12/05/2011

Deemer Date: Created By: Russ Gibson

Submitted By: Russ Gibson Corresponding Filing Tracking Number:

Filing Description:

Re: EquiTrust Life Insurance Company, NAIC # 62510, FEIN # 42-1468417

Individual Annuity Rider Filing, form number, ET-IBR-B(01-11)

Department of Insurance:

Enclosed for your review is a rider form for EquiTrust Life Insurance Company. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

Company Tracking Number: ET-IBR-B(01-11)

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: ET-IBR-B(01-11)

Project Name/Number: ET-IBR-B(01-11)/ET-IBR-B(01-11)

This form is new and does not replace any previously approved form. The form has not been, nor is it required to be, filed with the SEC. This is not an illustrated product.

This rider is an optional rider that may be available for any previously approved index contract form as well as any index contract form that is approved in the future. The rider will never be issued as a stand-alone form and will always be issued in conjunction with an approved contract form. The rider allows for income withdrawals to be taken without penalty, even if the contract values become depleted, over the life of the owner. The rider will only be available for election on new business and will not be offered to in-force contract owners. Please see the actuarial memorandum included in this filing for additional details.

The previously-approved forms that may be used with this new rider are as follows:

Form number: Approval Date:

ET-EIA-2000(02-05) 02/11/2005

ET-MK7-2000(02-05) 02/23/2005

ET-MPP-2000(02-05) 03/08/2005

ET-MKB-2000(07-05) 08/15/2005

ET-MTA-2000(06-07) 06/12/2007

ET-MTB-2000(06-07) 06/12/2007

ET-STS-2000(03-06) 04/04/2006

This form is submitted in final printed format except for slight font and formatting variations which may occur due to production on our high-speed mainframe printer. The company takes care to assure that the impact of printer-based variations is minimized.

Your prompt review of these forms is greatly appreciated. If you have any questions, please feel free to contact me at the telephone number or email address listed below.

Company and Contact

Filing Contact Information

Russ Gibson, Compliance Assistant I russ.gibson@fbfs.com 5400 University Avenue 515-453-3408 [Phone] West Des Moines, IA 50266 515-453-3401 [FAX]

Filing Company Information

EquiTrust Life Insurance Company CoCode: 62510 State of Domicile: Iowa

Company Tracking Number: ET-IBR-B(01-11)

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: ET-IBR-B(01-11)

Project Name/Number: ET-IBR-B(01-11)/ET-IBR-B(01-11)

5400 University Avenue Group Code: 513 Company Type: stock West Des Moines, IA 50266-5997 Group Name: State ID Number:

(515) 225-5400 ext. [Phone] FEIN Number: 42-1468417

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

EquiTrust Life Insurance Company \$50.00 11/29/2011 54105646

Company Tracking Number: ET-IBR-B(01-11)

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: ET-IBR-B(01-11)

Project Name/Number: ET-IBR-B(01-11)/ET-IBR-B(01-11)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	12/05/2011	12/05/2011

Company Tracking Number: ET-IBR-B(01-11)

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: ET-IBR-B(01-11)

Project Name/Number: ET-IBR-B(01-11)/ET-IBR-B(01-11)

Disposition

Disposition Date: 12/05/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: ET-IBR-B(01-11)

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: ET-IBR-B(01-11)

Project Name/Number: ET-IBR-B(01-11)/ET-IBR-B(01-11)

Schedule	Schedule Item	Schedule Item Status Public Access
Supporting Document	Flesch Certification	Yes
Supporting Document	Application	Yes
Supporting Document	Life & Annuity - Acturial Memo	No
Supporting Document	Statement of Variable Material	Yes
Form	Income Benefit Rider	Yes

Company Tracking Number: ET-IBR-B(01-11)

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: ET-IBR-B(01-11)

Project Name/Number: ET-IBR-B(01-11)/ET-IBR-B(01-11)

Form Schedule

Lead Form Number:

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
	ET-IBR-	Policy/Cont Income Benefit Rider	r Initial		54.000	ET-IBR-B(01-
	B(01-11)	ract/Fratern				11).pdf
		al				
		Certificate:				
		Amendmen				
		t, Insert				
		Page,				
		Endorseme				
		nt or Rider				

EquiTrust Life Insurance Company®

West Des Moines, Iowa 50266

Income Benefit Rider

This Rider is attached to and made part of the Contract to which it is attached. If any provisions of the Contract conflict with the Rider, the provisions of the Rider will apply.

Benefits provided and charges assessed under the terms and conditions of this Rider are described on the following pages.

(This page intentionally left blank.)

TABLE OF CONTENTS

- 1. GENERAL DEFINITIONS
- 2. OWNERSHIP PROVISIONS
- 3. PREMIUM
- 4. INCOME BENEFIT RIDER PROVISIONS
 - 4.1 Benefit Base
 - 4.2 Income Withdrawal Amount
 - 4.3 Income Benefit Rider Charge
 - 4.4 Income Period
 - 4.5 Excess Withdrawals
 - 4.6 Required Minimum Distributions
- 5. SPOUSAL CONTINUATION
- 6. PAYMENT PLANS
- 7. RIDER TERMINATION

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INCOME BENEFIT RIDER DATA PAGE

CONTRACT NUMBER: {12345}

RIDER DATE: {05/01/2008}

RIDER WAITING PERIOD: {1 YEAR}

MINIMUM AGE FOR INCOME WITHDRAWALS: {50}

BENEFIT BASE ROLLUP RATE: {7.00% ANNUALLY}

BENEFIT BASE PREMIUM PERCENTAGE: {105.00% YEARS 1-5;

100.00% YEARS 6 AND LATER}

ROLLUP PERIOD: {10 YEARS}

INCOME BENEFIT RIDER CHARGE: {0.45% ANNUALLY}

EARLIEST TERMINATION DATE: {2nd CONTRACT YEAR}

Income Withdrawal Percentage

Age of Owner at the time of first Income Withdrawal	Single Life Income Withdrawal Percentage	Joint Life Income Withdrawal Percentage (based on the age of the younger Owner)
{50-54	4.00%	3.00%
55-59	4.50%	3.50%
60-64	5.00%	4.00%
65-69	5.50%	4.50%
70-74	6.00%	5.00%
75-79	6.50%	5.50%
80-84	7.00%	6.00%
85-89	7.50%	6.50%
90+	8.00%	7.00%}

(This page intentionally left blank.)

1. GENERAL DEFINITIONS

Accumulation Period means the period of time before Income Withdrawals begin. The Accumulation Period starts on the Contract Date and ends on the date of the first Income Withdrawal.

Benefit Base means a value used to determine the Income Withdrawal Amount.

Benefit Base Premium Percentage means the percentage of premiums received that is added to the Benefit Base.

Benefit Base Rollup Rate means the annual rate at which the Benefit Base accumulates during the Rollup Period.

Contract means the Contract to which this Rider is attached.

Excess Withdrawal means any Partial Surrender exceeding the Income Withdrawal Amount in any Contract Year during the Income Period.

Income Benefit Rider Charge means the annual charge for this Rider, which is deducted from the Accumulation Value.

Income Period means the period which starts on the date of the first Income Withdrawal and continues until the termination of the Rider.

Income Withdrawal means a Partial Surrender equal to the Income Withdrawal Amount.

Income Withdrawal Amount means the maximum amount that can be withdrawn each Contract Year for the life of the Owner(s) and before termination of the Rider, even if the Accumulation Value is zero.

Income Withdrawal Percentage means the percentage applied to the Benefit Base to determine the Income Withdrawal Amount. The Income Withdrawal Percentage is based on the attained Age of the Owner at the start of Income Withdrawals. If there are Joint Owners, or Income Withdrawals based on two lives, the Income Withdrawal Percentage is based on the younger person's attained Age. The Income Withdrawal Percentages can be found on the Income Benefit Rider Data Page.

Minimum Age for Income Withdrawals means the youngest attained Age at which the Owner can elect to start Income Withdrawals. If Income Withdrawals are based on two lives, both must meet the minimum age requirement to start Income Withdrawals under the Rider.

Rider means this Income Benefit Rider, in its entirety, which is attached to the Contract.

Rider Date means the Contract Date, unless otherwise noted.

Rider Waiting Period means the period of time that must elapse before the Owner can start taking Income Withdrawals.

Rollup Period means the maximum number of years the Benefit Base will accumulate at the Benefit Base Rollup Rate. The Rollup Period stops when Income Withdrawals begin.

Withdrawals mean any Partial Surrenders taken under the Contract, as well as Income Withdrawals or Excess Withdrawals taken under the Rider.

2. OWNERSHIP PROVISIONS

For the purposes of this Rider, the Owner and the Annuitant must be the same person, unless the Owner is a non-natural entity. If the Contract is owned by a trust, corporation, partnership, association, or other like entity, the Annuitant is considered the Owner for purposes of the Rider.

To qualify for the Rider, Joint Owners are not permitted unless they are spouses.

The Rider will terminate if any modification results in a change of Annuitant or ownership, other than a spousal continuation or the addition of a spousal Joint Owner.

3. PREMIUM

Premiums after the Initial Premium may be paid during the Accumulation Period according to the terms of the Contract. Upon receipt of the Premium, an amount equal to the Premium multiplied by the Benefit Base Premium Percentage will be added to the Benefit Base.

No Premium payments are allowed during the Income Period.

4. INCOME BENEFIT RIDER PROVISIONS

4.1 Benefit Base

During the Accumulation Period

On the Contract Date, the Benefit Base is equal to the initial Premium Paid multiplied by the Benefit Base Premium Percentage.

After the Contract Date, the Benefit Base will accumulate at the Benefit Base Rollup Rate for the duration of the Rollup Period. The Benefit Base will be increased by any Premiums paid multiplied by the Benefit Base Premium Percentage, and decreased for any Withdrawals.

Any Withdrawals during the Accumulation Period will reduce the Benefit Base in proportion to the decrease in the Accumulation Value.

During the Income Period

On the date of the first Income Withdrawal and on each subsequent Contract Anniversary, if the Accumulation Value is greater than the Benefit Base, the Benefit Base will be increased to the Accumulation Value.

The Benefit Base will be decreased by the amount of any Income Withdrawals. Excess Withdrawals, as described in Section 4.5 of this Rider, will decrease the Benefit Base in proportion to the decrease in the Accumulation Value.

If the Accumulation Value is zero, there is no longer a Benefit Base.

4.2 Income Withdrawal Amount

At the start of the Income Period, the Income Withdrawal Amount is equal to:

- (a) The Benefit Base, multiplied by
- (b) The Income Withdrawal Percentage.

Once the Income Withdrawal Percentage is determined, it will not change for the duration of the Rider.

The Income Withdrawal Amount is the maximum amount that can be withdrawn each Contract Year under the terms of the Rider, without being considered an Excess Withdrawal. Income Withdrawals reduce the Accumulation Value and are considered Partial Surrenders. Income Withdrawals can be taken in equal monthly, quarterly, semi-annual, or annual installments.

The Income Withdrawal Amount is recalculated on each Contract Anniversary. The current Contract Year's Income Withdrawal Amount is equal to the greater of the following:

- (a) The Benefit Base, multiplied by the original Income Withdrawal Percentage; or
- (b) The previous Income Withdrawal Amount.

The Income Withdrawal Amount will only be reduced in the event of an Excess Withdrawal.

Withdrawals of the Income Withdrawal Amount will not be subject to a Surrender Charge or Market Value Adjustment (MVA). Partial Surrender provisions are described in the Contract. Income Withdrawals include, and are not in addition to, the Partial Surrender amount that is available without a Surrender Charge or MVA, as outlined in the Contract.

In order to elect Income Withdrawal Amounts based on the Joint Life Income Withdrawal Percentages:

- (a) The spouse of the Owner must be the sole primary beneficiary if the Contract is Individually Owned; or
- (b) The Joint Owners must be spouses, and both Joint Owners must be listed as sole primary beneficiaries, if the Contract has Joint Owners.

Income Withdrawals will continue for the life of the Owner, or until the death of the last surviving Owner if Income Withdrawals are based on two lives, subject to the terms of the Rider.

4.3 Income Benefit Rider Charge

The Income Benefit Rider Charge will be deducted automatically from the Accumulation Value on each Contract Anniversary, after the application of any Interest Earned or Index Credits.

The Income Benefit Rider Charge will be calculated as:

- (a) The Income Benefit Rider Charge, as found on the Rider Data Page, multiplied by
- (b) The Accumulation Value as of the Contract Anniversary.

The Income Benefit Rider Charge will be deducted proportionately from each Account Accumulation Value (as defined in the Contract). The Income Benefit Rider Charge is not deducted from the Benefit Base or the Minimum Guaranteed Contract Value. The Income Benefit Rider Charge is not considered a Partial Surrender under the Contract.

In the event that the Rider is terminated, but the Contract continues, a pro-rata portion of the Income Benefit Rider Charge for the year of termination will be deducted on the next Contract

Anniversary. The pro-rata portion of the charge will be based on the number of days that have elapsed in the current Contract Year on the date the Rider is terminated.

There are no Income Benefit Rider Charges if the Accumulation Value is zero.

4.4 Income Period

The Income Period starts on the date of the first Income Withdrawal and ends on the date this Rider is terminated, as described in Section 7.

The Owner is responsible for determining when to begin the Income Period. Income Withdrawals can start any time after the Rider Waiting Period, or the attained Minimum Age for Income Withdrawals, if later.

If the Accumulation Value is reduced to zero due to Income Withdrawals:

- (a) Income Withdrawals will continue for the lifetime of the Owner(s);
- (b) Withdrawals in excess of the Income Withdrawal Amount will not be allowed;
- (c) The Contract ceases to have any Cash Surrender Value or Death Benefit Value; and
- (d) The Contract will provide no further benefits, unless otherwise specified in this Rider.

To begin Income Withdrawals, you must make a request to our Executive Office. The request must be in a form acceptable to us. The Income Period will not go into effect until we receive the request to start Income Withdrawals, and the request is accepted and recorded by us.

4.5 Excess Withdrawals

Excess Withdrawals are defined as Withdrawals exceeding the Income Withdrawal Amount in any Contract Year during the Income Period. Excess Withdrawals may or may not incur a Surrender Charge or MVA, depending on whether or not the total Withdrawal exceeds the Partial Surrender amount that is available without a Surrender Charge or MVA, as outlined in the Contract.

Excess Withdrawals will decrease the Benefit Base and Income Withdrawal Amount in proportion to the decrease in the Accumulation Value.

If an Excess Withdrawal is taken, no additional Income Withdrawals will be allowed during that Contract Year. Any subsequent Withdrawals during that Contract Year will be treated as Excess Withdrawals.

If Excess Withdrawals reduce the Accumulation Value to zero, the Benefit Base also reduces to zero and this Rider terminates.

4.6 Required Minimum Distributions

The Owner may withdraw an amount equal to his or her Required Minimum Distribution (RMD) while the Rider is in the Income Period. If the RMD is greater than the Income Withdrawal Amount, it will not be treated as an Excess Withdrawal.

5. SPOUSAL CONTINUATION

If the surviving spouse of the deceased Owner elects to continue the Contract, this Rider will also continue under certain circumstances. If the Rider is in the Accumulation Period, the Rider will continue if the spouse becomes the sole Owner and Annuitant of the Contract. If the Rider is in the Income Period, the Rider will continue if:

- (a) The spouse becomes the sole Owner and Annuitant of the Contract; and
- (b) The surviving spouse's attained Age at the time of the Owner's death is at least equal to the Minimum Age for Income Withdrawals.

If these conditions are not met, the Rider terminates immediately. The Termination Date of the Rider will be the Owner's date of death, for purposes of determining the Income Benefit Rider Charge for that Contract Year.

If this Rider is in the Accumulation Period at the time of the spousal continuation, the Rider continues in the Accumulation Period. The surviving spouse can elect to begin Income Withdrawals at any time after the Rider Waiting Period if the surviving spouse meets the minimum age requirements for Income Withdrawals. Income Withdrawals will be based on the Single Life Income Withdrawal Percentage for the spouse's attained Age at the time of the first Income Withdrawal.

If the Rider is in the Income Period at the time of the spousal continuation, the Income Withdrawals will continue at:

- (a) A recalculated Income Withdrawal Amount based on the current Benefit Base and the Single Life Income Withdrawal Percentage for the spouse's attained Age, if Income Withdrawals were based on the Single Life Income Withdrawal Percentages for the deceased Owner; or
- (b) The same amount for the lifetime of the surviving spouse, if Income Withdrawals were based on two lives.

The Income Withdrawals will continue at the original frequency elected and the new calculated Income Withdrawal Amount.

If the Rider continues due to a spousal continuation, the Income Benefit Rider Charge will continue to be assessed annually under the Rider.

The spouse may elect to terminate the Rider at any time after the Rider Waiting Period. In order to elect termination of the Rider, the spouse must make a request to our Executive Office. The request must be in a form acceptable to us. The termination will go into effect when we receive the request to terminate the Rider, and the request is accepted and recorded by us.

6. PAYMENT PLANS

If this Rider is in the Income Period on the Contract's Income Date, the Owner may choose one of the Payment Plans as described in the Contract under which to begin receiving the Contract's Proceeds.

If the following conditions are met, the annual payment under this Payment Plan will be at least equal to the Income Withdrawal Amount on the Income Date:

- (a) If the Annuitant and the Owner are the same person, or if the Annuitant is being treated as the Owner under this Rider; and
- (b) The Owner elects to have Payments based on Life Income without a guaranteed number of payments.

If not, the minimum annual payments and any conditions imposed will be those listed in the Contract.

7. RIDER TERMINATION

The Rider may be terminated at the Owner's request on or after the Earliest Termination Date. Once the Rider has terminated, it may not be restarted at any time. To request termination of the Rider, you must make a request to our Executive Office. The request must be in a form acceptable to us. The termination will go into effect when we receive the request to terminate the Rider, and the request is accepted and recorded by us.

The Rider <u>automatically</u> terminates and Income Withdrawals cease in the event of the following:

- Upon the death of the Owner;
- Upon the request for a full surrender of the Contract;
- Upon election of a Payment Plan under the Contract;
- If the Benefit Base becomes zero due to Excess Withdrawals;
- A change in ownership; or
- A change in Annuitant.

Upon the death of any Owner, or Annuitant if the Owner is a non-living entity, the underlying Contract will terminate unless the Contract and the Rider are continued by the surviving spouse. See Section 5 of the Rider for details. In all other instances, the Rider will terminate immediately and any Income Withdrawals payable under this Rider will cease.

This Rider has no Cash Surrender Value or other non-forfeiture benefits.

The Effective Date of this Rider will be the Contract Date. This Rider may be added only at Contract issue.

President

Company Tracking Number: ET-IBR-B(01-11)

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: ET-IBR-B(01-11)

Project Name/Number: ET-IBR-B(01-11)/ET-IBR-B(01-11)

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment:

Readability Cert.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments:

Application form number 436-121(03-06) was approved by your department on 4/10/2006 under SERFF Tracking number SERT-6NAT5F415.

Item Status: Status

Date:

Satisfied - Item: Life & Annuity - Acturial Memo

Comments: Attachment:

Income Rider Actuarial Memo - 2011.pdf

Item Status: Status

Date:

Satisfied - Item: Statement of Variable Material

Comments: Attachment:

Income Rider - Statement of Variability - 2011.pdf

EquiTrust Life Insurance Company

READABILITY CERTIFICATION

I hereby certify the accuracy of the Flesch reading ease test score for the following policy forms. The forms are in at least 10 (ten) point type, 2 (two) point leaded.

TITLE FORM NUMBER FLESCH SCORE

Income Benefit Rider ET-IBR-B (01-11) 54

Signature:

Ana Bumgardner Vice President, Product Management

Date: February 1, 2011

Summary of Variable Material Income Benefit Rider Form ET-IBR-B(01-11)

Explanation of Variable Material: All variable material is shown contained in brackets in the Rider. Some of the variable material found on the data pages is personal information relative to the particular contract. This document summarizes the other variable material and explains the timing, frequency, and basis for all potential variations.

Rider Waiting Period	Range: 0 years – 20 years
	The objective in filing this item as variable material is to be able to reflect a change for new business if pricing or competitive environments dictate a change. Any change will apply only to new contracts – it will not affect in-force contracts.
	The Rider Waiting Period could vary by the product to which it is attached to reflect different pricing objectives by product.
Minimum Age for Income Withdrawals	Range: 30 - 70
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	The objective in filing this item as variable material is to be able to reflect a change for new business if pricing or competitive environments dictate a change. Any change will apply only to new contracts – it will not affect in-force contracts.
	The Minimum Age for Income Withdrawals could vary by the product to which it is attached to reflect different pricing objectives by product.
Benefit Base Premium Percentage	Range: 90% - 150%
Tercentage	The objective in filing this item as variable material is to be able to reflect a change for new business if pricing or competitive environments dictate a change. Any change will apply only to new contracts – it will not affect in-force contracts.
	The Benefit Base Premium Bonus Percentage could vary by the product to which it is attached to reflect different pricing objectives by product.
Benefit Base Rollup Rate	Range: 1% - 10%
	The objective in filing this item as variable material is to be able to reflect a change for new business if pricing or competitive environments dictate a change. Any change will apply only to new contracts – it will not affect in-force contracts.
	The Benefit Base Rollup Rate could vary by the product to which it is attached to reflect different pricing objectives by product.

Rollup Period	Range: 5 Years to 30 Years
	The objective in filing this item as variable material is to be able to reflect a change for new business if pricing or competitive environments dictate a change. Any change will apply only to new contracts – it will not affect in-force contracts.
	The Rollup Period could vary by the product to which it is attached to reflect different pricing objectives by product.
Income Benefit Rider Charge	Range: 0.00% to 2.00%
	The objective in filing this item as variable material is to be able to reflect a change for new business if pricing or competitive environments dictate a change. Any change will apply only to new contracts – it will not affect in-force contracts.
	The Income Benefit Rider Charge could vary by the product to which it is attached to reflect different pricing objectives by product.
Income Withdrawal Percentages and Age Brackets	We may vary both the age brackets and the Income Withdrawal Percentage by age bracket for both Single Life and Joint Life Income Withdrawal Percentages. The Income Withdrawal Percentage for any age bracket will always be greater than or equal to the Income Withdrawal Percentage for the next lowest age bracket. The Income Withdrawal Percentage will never be less than 2.00% or greater than 16.00%.
	The objective in filing these items as variable material is to be able to reflect a change for new business if pricing or competitive environments dictate a change. Any change will apply only to new contracts – it will not affect in-force contracts.
	The Income Withdrawal Percentage could vary by the product to which it is attached to reflect different pricing objectives by product.
Earliest Termination Date	Range: 0 years – 10 years
	The objective in filing this item as variable material is to be able to reflect a change for new business if pricing or competitive environments dictate a change. Any change will apply only to new contracts – it will not affect in-force contracts.